

REQUEST FOR PROPOSALS (RFP 2014-01)
MARKETING CONSULTANT SERVICES
February 12, 2014

I. Purpose.

The County of Surry, Virginia (the "County") is seeking proposals from interested and qualified firms to provide marketing and branding services to the County.

II. Background.

Before the first English settlers established their fort on Jamestown Island in 1607, the land on the south side of the James River was home to a thriving Native American population. With the coming of the English, who first landed at a location close to the present-day Town of Claremont, the south side of the James became known to the English settlers as "the Surrey Side" to pay homage to their homeland. The area was chartered as Surry County in 1652 when it separated from James City County and extended to the south as far as North Carolina.

The Surry County of today has maintained its rural nature and is rich in history, agriculture and scenic beauty. It is home to several attractions of significant historical, cultural and recreational value and contains approximately 75 miles of water frontage along the historic James River. Surry County's proximity to regional tourism destinations, such as Colonial Williamsburg and the Historic Triangle, and the resulting cooperative relationships which continue to be strengthened in Coastal Virginia will further enhance its attractiveness to visitors in the region.

Many stakeholders exist within Surry County, all of whom have an interest in tourism and the revenue it has the potential to generate. For years, these entities have operated independently of one another in an attempt to bring visitors to the county. However, in recent months momentum has been building as representatives of these stakeholder groups have met in cooperation as the Surry County Tourism Support Group to generate interest and energy towards the development of a unifying Tourism Marketing Plan. With the help of Virginia Tourism Corporation staff, these volunteers have made great progress towards this end. To date, their efforts have been encouraged and endorsed by the Surry County Board of Supervisors, County Administrator and Surry County Chamber of Commerce.

In December 2013 the County was named as a recipient of Virginia Tourism Corporation (VTC) Marketing Leverage Grant funds to be used to enhance funding, which has already been made available through the County and its

partners, to provide research towards the development of a unique and authentic branding of Surry County. Once that branding is accomplished, a collective and cooperative pilot marketing plan can be executed. The benefits to the citizens of Surry County through increased revenue, economic development and job creation would, no doubt, translate into an improved quality of life in the county.

The County's current marketing message is "Surry is Something Special". Although this message states how residents feel about their County, it does not provide a clear image to potential visitors of what there is to see and do in Surry and why they should visit. It is anticipated that with professional brand development assistance, a more clear and attractive marketing message can be developed that, in tandem with additional promotional initiatives, will draw more visitors to Surry County attractions and businesses.

III. Scope of Services

Offerors should provide a detailed outline of the services to be provided to the County that include the following services:

- Conduct a comprehensive travel market research study resulting in the creation of a destination identity that is unique, distinctive, memorable and marketable, and which reflects Surry County's emerging, as well as its established, assets.
- Clearly identify the underlying theme of the brand as well as how the theme and brand will translate into both print and electronic marketing venues.
- Conduct a review of the Surry County Tourism Assessment Report (8/15/13) as well as a review of current tourism marketing tools (print and electronic media) to determine current relevancy and further identify the County's target marketing audience.
- Propose recommendations based on study findings for a long-term marketing strategy with review of pilot marketing plan as outlined in the October 2013 application for Virginia Tourism Corporation Marketing Leverage Grant.
- **TIME FRAME:** Completion by June 15, 2014.

IV. Process for Submitting Proposals.

Sealed proposals will be due in the office of County Administrator, 45 School Street, PO Box 65, Surry, VA 23883, no later than 2:00 p.m. on Monday, March 3, 2014. Proposals will not be accepted via fax or E-mail. The proposals shall be marked "Marketing Consultant Proposals for Surry County" on the outside. Five copies of

the proposal shall be submitted. Proposals shall include, at a minimum, the following information:

- a. Background of the firm in general.
- b. Experience in marketing and branding.
- c. The names and backgrounds of the person/persons who will be the primary professionals on this project, and the names and backgrounds of the other professionals who will be involved.
- d. References from at least three projects which the firm feels would be most relevant to this project.
- e. The experience of the firm working with county and municipal governments in Virginia.
- f. A proposed project schedule.
- g. Cost of services.

V. Criteria for Evaluation of Proposals.

The proposals will be evaluated based on the following criteria:

- 1. Quality of proposal. The degree to which the proposal meets the needs of the County
- 2. Qualifications and Experience of the offeror, to include experience with public governments.
- 3. Capability of the offeror.
- 4. Project Methodology. The methods and procedures proposed by the Offeror.
- 5. The cost of the services.
- 6. The schedule.

VI. Process for Evaluating Proposals.

The County has determined to issue a Request for Proposals using the competitive negotiation method for procurement under the Virginia Public Procurement Act for this contract because it is both impractical and not fiscally advantageous to the County to issue an Invitation to Bid and use competitive sealed bidding due to the fact that this is a services contract where the quality of the performance is more important than accepting the lowest bid and it is difficult to write specifications.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors listed in this Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards

may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

In negotiations regarding the terms of the contract, the County has no legal authority to indemnify the offeror. Firms submitting proposals agree that they will not ask the County to indemnify them in any resulting contract.

VII. Questions.

Any interested person who has a question about this Request for Proposal may contact the County Administrator, Mr. Tyrone W. Franklin, at 757-294-5271 or write him at 45 School Street, PO Box 65, Surry, VA 23883.

VIII. General Terms and Conditions

A. Appropriation of Funds: The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Surry County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.

B. Assignment of Contract: The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.

C. Change Orders: Change orders must be approved by the County prior to work being performed.

D. Contractor's Authorization To Transact Business: In accordance with §2.2-4311.2 of the *Code of Virginia*, any offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under

Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its proposal statement describing why the offeror is not required to be so authorized. This information shall be provided on the attached form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section.

E. Copyrights and Patent Rights: The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Surry County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.

F. Drug Free Workplace: (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

G. Employment Discrimination: (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of the contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a

bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

H. Faith-Based Organizations: (*Code of Virginia 2.2-4343.1*) Surry County does not discriminate against faith-based organizations.

I. Governing Law: Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Surry County.

J. Illegal Aliens: (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

K. Indemnification: The Contractor shall hold harmless and indemnify the County and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions. The County will not agree to indemnify the offeror.

L. Modification of the Contract: The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.

M. Payment: If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

N. Proprietary Information: Section 2.2-4342(F) of the *Code of Virginia* states: “Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.” If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.